

SECTION E -- INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

www.acqnet.gov/far

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
FAR 52.246-2	INSPECTION OF SUPPLIES – FIXED PRICE	AUG 1996
FAR 52.246-3	INSPECTION OF SUPPLIES – COST-REIMBURSEMENT	MAY 2001
FAR 52.246-4	INSPECTION OF SERVICES – FIXED PRICE	APR 1984
FAR 52.246-5	INSPECTION OF SERVICES – COST-REIMBURSEMENT	APR 1984
FAR 52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

E.2 GENERAL REQUIREMENTS FOR INSPECTION AND APPROVAL

E.2.1 Deliverable Certification

The Contractor **shall** certify, in writing to the Contracting Officer, that the deliverables are complete and ready for inspection in accordance with the requirements of this contract.

E.2.2 Inspection and Approval

The Contracting Officer, or other duly authorized representative, will perform inspection and testing of equipment, supplies, and services provided under this contract at the place of delivery in accordance with the contract requirements. Only the Contracting Officer or his/her duly authorized representative, may approve deliverables under this contract.

E.3 INSPECTION AND APPROVAL OF WRITTEN DELIVERABLES

E.3.1 Delivery of Written Deliverables

All reports, documents, documentation, manuals, procedures, and narrative-type deliverables **shall** be submitted in accordance with the delivery requirements in Section F and/or Section J-14 of this contract.

E.3.2 Approval of Written Deliverables

Unless otherwise specified in the contract, or by mutual agreement in writing, the Government will have thirty (30) calendar days to determine if written deliverables are satisfactory. Any deficiencies **shall** be corrected by the Contractor and incorporated for resubmission to the Government by a mutually agreed to date.

E.4 INSPECTION AND APPROVAL OF DATA DELIVERABLES

E.4.1 Delivery of Data Deliverables

All data deliverables **shall** be submitted in accordance with the delivery requirements in Section F and/or J-14 of this contract.

E.4.2 Approval of Data Deliverables

Unless otherwise specified in the contract, or by mutual agreement in writing, the Government will have thirty (30) calendar days to determine if data deliverables are satisfactory. Any deficiencies **shall** be corrected by the Contractor and incorporated into the final deliverable for resubmission to the Government by a mutually agreed to date.

E.5 TRANSFER OF OWNERSHIP AND RISK OF LOSS

Ownership of deliverable products **shall** pass to the Census Bureau upon formal approval, regardless of when or where the Census Bureau takes physical possession. Unless the contract specifically provides otherwise, risk of loss of or damage to products **shall** remain with the Contractor until delivered and approved by the Census Bureau. Nonconforming products remain with the Contractor until approval or cure. The Contractor **shall** not be liable for loss of or damage to products caused by the negligence of officers, agents, or employees of the Census Bureau acting within the scope of their employment.

E.6 CONTRACT SURVEILLANCE

In accordance with the Census Bureau's Quality Assurance Surveillance Plan, Section J-3, the Census Bureau may conduct contract quality assurance surveillance activities at all facilities where work under this contract is being performed.

Contract quality assurance on subcontracted products and services may be performed at the discretion of the Census Bureau. This activity does not relieve the Contractor of any responsibilities under the contract. When appropriate, the Contractor **shall** arrange for timely Census Bureau access to subcontractor facilities. The Census Bureau may perform quality assurance at the subcontract level when it is determined to be in the Census Bureau's interest. The Census Bureau envisions this quality assurance activity as an activity that:

- Will not affect the contractual relationship between the prime contractor and the Census Bureau;
- Will not affect the contractual relationship between the prime contractor and the subcontractor;
- Will not establish a contractual relationship between the Census Bureau and the subcontractor; and
- Will not constitute a waiver of the Census Bureau's right to approve or disapprove the products or services.

[END SECTION E]